

# General Terms and Conditions (GTC)

General Terms and conditions of the Internet portal swissbiotech.org, valid from 01.11.2011

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## 1 Contracting parties

The Internet portal swissbiotech.org is operated by the following contracting parties:

- Swiss Biotech Association
- IAS Institute of Applied Simulation of the ZHAW (Zurich University of Applied Sciences)

In these General Terms and Conditions swissbiotech.org always refers to both contracting parties.

## 2 Registration and use of services

### 2.1 Introduction

These General Terms and Conditions of [swissbiotech.org](http://swissbiotech.org) regulate the rights and obligations of **account holders and users** on the Internet portal [www.swissbiotech.org](http://www.swissbiotech.org). The following conditions are intended to ensure that the website [www.swissbiotech.org](http://www.swissbiotech.org) is a secure place for users and that a high quality of contributions can be guaranteed.

For questions, please contact the following email address: [info@swissbiotech.org](mailto:info@swissbiotech.org)

### 2.2 Registration

- An account must be opened for access to the password-protected areas. Signing up for an account is free. Our websites are open only to natural or legal persons with full legal competence. Persons under 16 years of age may not use our services. The user data must always be complete and correct.
- The following information is mandatory: name and surname, current address (no PO boxes), telephone number, valid email address and, where applicable, company. In the case of a change of address account holders are obliged to immediately change the information in their account.
- In particular, value added service numbers (eg 0900 numbers) may not be provided as telephone numbers.
- After successful registration you will receive an email with a password, which you can change in your account at any time. This password must be kept secret (confidentiality) and for security reasons never be disclosed to third parties.
- Accounts are not transferable.

Through registering, the applicant confirms the correctness and completeness of his or her information.

### 2.3 Conditions for event registration

- Through registering, participants agree to pay for the cost of participation. They can cancel free of charge until 10 days before the event date.
- After this deadline the participant may designate another person to attend. Otherwise 50% of participation costs will be charged.
- The amount paid will only be credited to the credit card used for payment. Credit will not be issued in any other way.
- If an event is cancelled, those registered will be informed in advance. Any registration fees already paid will be refunded in full.

### 2.4 Conclusion of the contract

- By opening an account in accordance with Paragraph 3.2, or by using [swissbiotech.org](http://swissbiotech.org)'s services, the applicant/account holder/user agrees to the following General Terms and Conditions (GTC).
- The contract with [swissbiotech.org](http://swissbiotech.org) comes into force only after a confirmation of registration and payment of any outstanding charges has taken place.

## **2.5 Data protection**

swissbiotech.org complies with the relevant data protection conditions and takes special care to protect users' personal data. Personal information is only collected when it is necessary for the provision of services. The personal data collected will be used only to provide the requested services. swissbiotech.org takes care to ensure that personal data collected will be protected by appropriate technical and organizational measures against unauthorized access. In case of abuse or suspicion of a criminal offense, swissbiotech.org is entitled to evaluate the data and pass it on to the authorities responsible.

Job advertisers with an account can search the database for matching profiles.

## **2.6 No claim to use**

There is no right to open an account and to use our services. swissbiotech.org is free at its sole and absolute discretion to refuse an application.

The Internet platform can swissbiotech.org may, for maintenance or other reasons, sometimes be available only to a limited extent or not at all, without the user or account holder having any claim against, or right to reimbursement by swissbiotech.org.

## **2.7 Fees**

The level of the fees is based on the current fee regulations (invoice amount) - which forms an integral part of this contract. Fees are due immediately and are invoiced periodically.

Detailed provisions concerning calculation of fees, the terms and conditions for a refund of fees, invoicing and payment terms can be found in the current fee regulations.

## **2.8 Policy regarding illegal offers / advertisements**

swissbiotech.org does not guarantee to check offers and advertisements for their legal admissibility and can therefore assume no responsibility for them.

swissbiotech.org has the right to delete inadmissible, unlawful offers or advertisements that do not comply with these GTC, without any warning. In such cases, account holders are not entitled to make any legal claims. swissbiotech.org is entitled to charge the responsible account holder for all costs and to inform the appropriate authorities or third parties.

## **2.9 Warning**

swissbiotech.org can warn registered users or block their applications, especially when there is clear evidence of the incidents described below:

- False information at registration (especially wrong name, wrong postal address or wrong phone number)
- The account holder is under 16 years old.
- The member has not paid the fees 10 days after the invoice date -> warning.
- The member has not paid the fees 30 days after the invoice date.
- Violation of other provisions of these GTC or applicable laws: warning or exclusion of the offending account holder

A warning or exclusion may occur at any time that swissbiotech.org has any other legitimate interest in a warning, or in excluding a registrant.

Unpaid bills remain due.

## **2.10 Transfer of rights and obligations**

swissbiotech.org may transfer this contractual relationship or parts of it to a third party, at its discretion. Subject to written consent by swissbiotech.org, the same applies to advertisers/registered subscribers.

## **3 Correspondence**

Correspondence will be conducted exclusively in German or English. Inquiries may be directed by email to [info@swissbiotech.org](mailto:info@swissbiotech.org).

## **4 Limitation of liability of swissbiotech.org**

swissbiotech.org is liable only for direct damages caused by intentional or grossly negligent breach of contract by swissbiotech.org.

In particular swissbiotech.org is not liable for damage or impaired service:

- a. that are caused or contributed to through the account holder failing to comply with the terms of these GTC and / or other parts of the contract,
- b. are caused by downtime, interruption of operation, power failure, faults such as denial of service attacks and other hacker attacks, sabotage, terrorism, vandalism and capacity fluctuations etc. in connection with telecommunications networks and / or the Internet and / or in connection with programs used by the account holder or Internet user,
- c. where there is indirect, collateral or consequential damage, such as lost profits, unrealized savings or third party claims,

regardless of whether there is a contractual claim, a claim in tort (including negligence) or any other claim, and this applies even if swissbiotech.org is advised of the possibility of such damage. swissbiotech.org reserves the defence of shared responsibility of the aggrieved party in every case. Any liability for damages on the part of swissbiotech.org, its employees, its organs, or any third party called in by swissbiotech.org is, provided it is permitted by law and irrespective of the legal basis, in every case limited to a maximum of CHF 100.00 per incident.

Any liability on the part of swissbiotech.org for direct damages in the event of slight negligence - on whatever legal grounds - is expressly excluded, subject to mandatory legal requirements and those stated above.

swissbiotech.org is not liable for any damages incurred by users of the Internet portal or other third parties due to the behavior of other users of the Internet portal.

swissbiotech.org only provides an internet portal and can therefore take no responsibility for risks associated with the execution of transactions. swissbiotech.org does not check the information and content provided by account holders and users, and therefore assumes no responsibility for it.

Accordingly swissbiotech.org, including all its organs, agents and employees, is not the contracting party for legal relationships between account holders and/or third parties, which are (also) caused by information on the Internet portal [www.biotech.ch](http://www.biotech.ch) and therefore explicitly excludes all warranties and liability in this regard.

## **5 Severability clause**

If any provisions of these General Terms and Conditions are void and / or invalid, in whole or in part, the validity and/or effectiveness of the remaining provisions or parts of such provisions remains unaffected. The invalid and/or ineffective provisions shall be replaced by ones that come closest to the intent and purpose of the invalid and / or ineffective provisions in a legally enforceable and commercially reasonable way. The same applies to any gaps in the provisions.

## **6 Agreement to the General Terms and Conditions**

- By registering for events at [swissbiotech.org](http://swissbiotech.org) you accept these terms and conditions without limitation.
- You re-confirm your agreement to these terms and conditions every time you use a [swissbiotech.org](http://swissbiotech.org) service. [swissbiotech.org](http://swissbiotech.org) reserves the right to modify these GTC at any time without explanation and to publish the new version on [www.swissbiotech.org](http://www.swissbiotech.org).
- If you do not agree to the new version of these Terms and Conditions, notify us immediately. From this time you will no longer be eligible to use our services.

## **7 Applicable law and jurisdiction**

- This Agreement shall be governed by Swiss law, excluding UN purchase law.
- The exclusive jurisdiction for any disputes arising from this agreement between users of the [swissbiotech.org](http://swissbiotech.org) website and the contracting parties is Zurich (CH).